

HORIZON HOUSING ASSOCIATION LIMITED	HOUSING POLICY
TITLE	ABANDONMENT AND REPOSSESSION OF PROPERTY
DATE OF APPROVAL	August 2006
DATE OF REVIEW	August 2009

1. INTRODUCTION

- 1.1** Horizon Housing Association aims to recover possession of property that has been abandoned by its tenants. We will do this in a way that respects the rights of tenants and occupants specified within the tenancy agreement and in an order that minimises the cost to the Association.
- 1.2** The Association has the right to end a joint tenancy where it believes that one of the joint tenants has abandoned the property. This gives security to the remaining tenant still residing in the property. (refer to section 5)
- 1.3** This policy does not apply directly to the small number of tenants who have not signed the Scottish Secure Tenancy. In the event of one of these tenants abandoning their property, court proceedings would need to be instigated

2. DEFINING ABANDONED PROPERTY

- 2.1** The Association anticipates that tenants may cease to occupy a property without completing the procedures laid out in the Tenancy Agreement for the termination of their tenancy. This situation is referred to as abandonment of the property.
- 2.2** Where the Association believes that a tenant has abandoned the property, Housing Services staff will carry out an exhaustive and auditable process of attempting to contact the tenant
- 2.3** Where the Association is successful in contacting the tenant, and we confirm that they have ceased to occupy the property as their only or principal home, we will remind the tenant of their obligation to end the tenancy in the manner laid out in the tenancy agreement.
- 2.4** Where the Association is successful in contacting the tenant, and they intend to return to occupy the property, we will confirm the date of their return and any conditions of the Tenancy, such as payment of rent or other matters which have not been upheld during their absence and agree proposals for the tenant to address these.

3. RECOVERING POSSESSION OF ABANDONED PROPERTY

- 3.1** Where our efforts to contact the tenant/s are unsuccessful, we will serve on the tenant/s, at the address of the property, an Abandonment Notice. The Notice will be served by two members of staff, who will

both sign, to state that they witnessed the serving of this notice.

The Notice will state:

- a. That we believe the property to be unoccupied and that the tenant has abandoned the property and that they have ceased to occupy the property as their only or principal home,
- b. The Notice will Advise the tenant that they must contact us in writing to confirm that they intend to return to occupy the property within 4 weeks of the servicing of the notice,
- c. That the tenancy will be ended immediately at the end of the four week period by the serving of a second notice if they do not contact the Association as required
- d. That the Association has the right to enter the house by force if necessary at the end of the four week period,
- e. That the Association will take an inventory of all property and possessions within the home (including garden) and remove them to storage if they have any value. The staff members who inspect the property will make the interpretation of value,
- f. That the Association will end the tenancy and the tenant's right to occupy the property,
- g. That the Association will re-let the house in line with its Allocations policy.

3.2 If the tenant contacts the Association during the 4 week period of the first notice the Association will advise the tenant of their obligation to either end their tenancy in the usual manner, or return to occupy the property and meet the Conditions of their tenancy in full.

3.3 If there is no contact by the tenant, we will serve a further notice four weeks after the first bringing the tenancy to an end immediately.

4. DEALING WITH TENANT'S POSSESSIONS IN ABANDONED PROPERTY

4.1 The Association will record and remove to storage any items of value found in the property.

4.2 The goods will be stored for a period of six calendar months from the termination date. They may be recovered by the former tenant during this period on payment of all sums outstanding to the Association, including any rent arrears, outstanding rechargeable repairs, costs of securing the property and restoring it to a let-able condition and/or the storage costs.

4.3 In the event of the goods not being claimed within the six-month period, they may be disposed of at the Association's discretion, including sale.

Any funds received from sale will be used to defray the costs described in 4.2 above.

5. ABANDONMENT BY A JOINT TENANT

Where the Association believes that a joint tenant has abandoned the property the Abandonment procedure will be implemented.

5.1 Staff will make all reasonable auditable enquiries to satisfy that the abandoning tenant is not occupying the house and does not intend to occupy it as their principal home. Staff will seek to contact the joint tenant at their present address inviting them to put in writing their intention to end their interest in our property, since they are no longer resident.

5.2 Where the Association is unable to make contact with the joint tenant or if the joint tenant does not put in writing to the Association their intention to end the tenancy the Association will serve an Abandonment Notice on the joint tenant.

The Notice will state:

5.3

a. That we believe that the joint tenant has abandoned the property and that they have ceased to occupy the property as their only or principal home.

b. The Notice will advise the joint tenant that they must contact us in writing to confirm that they intend to return to occupy the property within 4 weeks of the service of the notice.

c. That their interest in the tenancy will be ended immediately at the end of the four week period by the serving of a second notice if they do not contact the Association as required.

d. Advise them that on the serving of the second notice the tenancy will be held in the name of the remaining tenant only.

The exception of the above will be where there is a dispute as to who should live in the property under the Matrimonial Homes Act. No abandonment notice should be served in these circumstances. In such cases, where the tenants cannot agree, a Court will decide who should keep the tenancy and the Association will be notified by the Court.

6.0 ABANDONMENT REGISTER

Where a house has been repossessed under the Abandonment Procedure this will be noted in an Abandonment Register.

This Register will be considered a public document and available for inspection for up to 5 years after the abandonment of the property.

Where an abandonment notice has been served on a joint tenant or qualifying occupier this should also be recorded in the Register.

7. DEALING WITH TENANTS WHO DO NOT OCCUPY PROPERTY AS THEIR ONLY OR PRINCIPAL HOME

7.1 The Association may find that a tenant has ceased to occupy a property as their only or principal home. They may be unwilling to end the tenancy in the usual manner, but maintain an interest in the property.

7.2 In such situations, where the Association is unable to identify an acceptable reason for absence from the property or an acceptable date for return to occupy the property, the Association will instruct its solicitors to commence proceedings for recovery of possession on the basis that the tenant has breached the conditions of tenancy by failing to occupy the property as their only or principal home. This will be in addition to any other conditions of tenancy that are broken.

8. COMPLAINTS

8.1 Tenants and former tenants aggrieved by the actions detailed in this policy shall have the right of appeal and can complain as described in the Association's Complaints procedure for a period of six months after the termination of their tenancy.

8.2 In the event that a complaint is upheld and the Association has acted improperly to end a tenancy, the Association will offer suitable alternative accommodation to the aggrieved tenant as soon as it is able to do so.

9. TENANCY AGREEMENTS

9.1 The Association tenancy agreements reflects this policy.

10. REVIEW OF THIS POLICY

10.1 This policy shall be reviewed every three years.

Review by
Brenda Cunningham
August 2006